

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/01/2009
 900137662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Secured Party's Security Interest to Successor Secured Party, of Secured Party's Rights Under Amended and Restated IP Security Agreement dated 02/17/2009, recorded at Reel/Frame Nos. 3938/0700 on 02/19/2009.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC		06/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue
Internal Address:	MAC N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	A NATIONAL BANKING ASSOCIATION: U.S.A.

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3015545	FEEL THE DIFFERENCE. SEE THE RESULTS.
Registration Number:	1967316	FREEDOMVISION
Registration Number:	3386547	KREMER EYE CENTER
Registration Number:	2500154	KREMER LASER EYE CENTER "SIMPLY THE BEST!"
Registration Number:	2503658	KREMER LASER EYE CENTER
Registration Number:	1885214	LASERVISION
Registration Number:	1834948	LASERVISION CENTER
Registration Number:	1823091	LASERVISION CENTERS
Registration Number:	3184950	LASIK SELECT
Registration Number:	2948195	MILLENNIUM LASER EYE CENTERS
Registration Number:	2951914	MILLENNIUM LASER EYE CENTERS

TRADEMARK

REEL: 004020 FRAME: 0573

700412590

OP \$916.00 3015545

Registration Number:	2383523	
Registration Number:	2090433	
Registration Number:	2152807	
Registration Number:	1743742	MOBILEXCIMER
Registration Number:	3331410	MSS
Serial Number:	78937231	MSSVISION
Registration Number:	2808493	OR PARTNERS YOUR ASC CONNECTION
Serial Number:	77464720	SIGHTPATH
Serial Number:	77464722	SIGHTPATH MEDICAL
Serial Number:	77661329	SIGHTPATH MEDICAL
Registration Number:	2862627	TLC
Registration Number:	2419392	TLC
Serial Number:	78943835	TLC COSMETIC
Serial Number:	77213076	TLC COSMETIC CENTERS
Registration Number:	2547842	TLC LASER EYE CENTERS
Registration Number:	2484327	TLC LASER EYE CENTERS
Registration Number:	3027804	TLC LIFETIME COMMITMENT
Registration Number:	2464092	TLC LIFETIME COMMITMENT
Registration Number:	2110933	TLC THE LASER CENTER
Registration Number:	2376346	TLC TLC THE LASER CENTER INC.
Registration Number:	3091223	TLC TRACS
Registration Number:	2809088	TLC VISION
Registration Number:	3137824	TLC VISION
Registration Number:	2188651	TRUST YOUR EYES TO EXPERIENCE.
Registration Number:	2458167	YOU WON'T BELIEVE YOUR EYES

CORRESPONDENCE DATA

Fax Number: (617)951-8738
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8144
 Email: eileen.sullivan@bingham.com
 Correspondent Name: Eileen Sullivan
 Address Line 1: Bingham McCutchen LLP
 Address Line 2: One Federal Street
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3015545
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NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	07/01/2009
Total Attachments: 7 source=Trademark IP Security Agreement Assignment#page1.tif source=Trademark IP Security Agreement Assignment#page2.tif source=Trademark IP Security Agreement Assignment#page3.tif source=Trademark IP Security Agreement Assignment#page4.tif source=Trademark IP Security Agreement Assignment#page5.tif source=Trademark IP Security Agreement Assignment#page6.tif source=Trademark IP Security Agreement Assignment#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT (TRADEMARKS)

Intellectual Property Security Agreement Assignment (Trademarks) (this "Trademark Collateral Assignment"), dated as of June 29, 2009, is executed by CIT Healthcare LLC ("Assignor"), as transferor, (the "Transferor Secured Party") and Wells Fargo Bank, National Association, as transferee (the "Transferee Secured Party"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Security Agreement, respectively.

RECITALS

WHEREAS, TLC Vision (USA) Corporation (the "Borrower"), TLC Vision Corporation (the "Parent"), the Lenders, the Issuing Bank, and the Transferor Secured Party, as Administrative Agent and Collateral Agent, entered into that certain Amended and Restated Credit Agreement, dated as of June 21, 2007 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower, the Parent, and the other grantors party thereto (collectively, the "Grantors") and the Transferor Secured Party, in its capacity as Collateral Agent for the Secured Parties entered into a certain Amended and Restated Intellectual Property Security Agreement, dated as of February 17, 2009 (the "Security Agreement");

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of June 29, 2009 (the "Successor Agent Agreement"), the Transferor Secured Party was replaced as Administrative Agent and Collateral Agent, the Transferee Secured Party was appointed by the Required Lenders as successor Administrative Agent and Collateral Agent and the Transferee Secured Party assumed the rights, powers and privileges of the Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in certain Collateral (including certain trademarks; whether registered or unregistered and service mark registrations and applications, together with the goodwill symbolized thereby) (the "Trademarks"); and

WHEREAS, the Transferor Secured Party desires to assign, and the Transferee Secured Party desires to assume, the rights, powers, privileges and obligations of the Collateral Agent under the Security Agreement.

NOW, THEREFORE, the Transferor Secured Party and the Transferee Secured Party agree as follows:

1. As of the date hereof, the Transferor Secured Party hereby assigns, and the Transferee Secured Party hereby assumes, the rights, powers, privileges and obligations of the Collateral Agent under the Security Agreement.
2. The security interest granted by the Grantors pursuant to the Security Agreement includes a lien on and security interest in, the Trademarks, owned as of February 17, 2009, or at

any time thereafter acquired by Grantors or in which Grantors have as of February 17, 2009, or at any time thereafter, acquired any right, title or interest.

3. The Transferee Secured Party may record this Trademark Collateral Assignment with the United States Patent and Trademark Office and trademark offices of any countries and/or jurisdictions in which the Trademarks are registered or applied for, at the sole expense of the Borrower.

4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

5. This Trademark Collateral Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has executed this Trademark Collateral Assignment
as of this 12 day of June 2009.

ASSIGNOR:

CIT HEALTHCARE LLC,
as Transferor Secured Party

By: Joshua Blum
Name: Joshua Blum
Title: Assistant Vice President

STATE OF New Jersey

COUNTY OF Burlington

On this 22nd day of June, 2009, before me, a notary public,
the undersigned officer, personally appeared Joshua Blum, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and
acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Kimberly S. McCann
Notary Public

KIMBERLY S. MCCANN
ID # 2354364
NOTARY PUBLIC - NEW JERSEY
Commission Expires 12/31/2012

[Signature Page to Trademark Collateral Assignment]

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ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Transferee Secured Party

By: 

Name:

David Bernstein

Title:

Assistant Vice President

[Signature Page to Trademark Collateral Assignment]

DOMAINS NAMES AND TRADEMARKS**Trademarks**

Mark	App. No./Filing Date	Registration No./Date
FEEL THE DIFFERENCE. SEE THE RESULTS	78/487,088 09/21/2004	3,015,545 11/15/2005
FREEDOMVISION	74/512,108 04/07/1994	1,967,316 04/09/1996
KREMER EYE INSTITUTE	78/777,416 12/20/2005	3,386,547 2/19/2008
KREMER LASER EYE CENTER "SIMPLY THE BEST" and Design	76/126,201 09/12/2000	2,500,154 10/23/2001
KREMER LASER EYE CENTER and Design	76/126,202 09/12/2000	2,503,858 11/06/2001
LASERVISION	74/481,353 01/24/1994	1,885,214 03/21/1995
LASERVISION CENTER	74/036,596 03/05/1990	1,834,948 05/03/1994
LASERVISION CENTERS	74/046,656 04/06/1990	1,823,091 02/22/1994
LASIK SELECT	78/707,906 09/07/2005	3,184,950 12/12/2006
MILLENNIUM LASER EYE CENTERS	75/729,379 06/11/1999	2,948,195 05/10/2005
MILLENNIUM LASER EYE CENTERS (Words and Design)	75/749,342 07/09/1999	2,951,914 05/17/2005
MISCELLANEOUS DESIGN (EYE)	75/156,228 08/26/1996	2,383,523 09/05/2000
MISCELLANEOUS DESIGN (LASER VISION CENTERS LOGO (DIAMOND WITH SPHERE))	74/733,615 09/25/1995	2,090,433 08/26/1997
MISCELLANEOUS DESIGN (LASER)	75/317,285 06/30/1997	2,152,607 04/21/1998

A/73007338.7

<u>Mark</u>	<u>App. No./Filing Date</u>	<u>Registration No./Date</u>
MOBILEXCIMER	74/212,418 10/15/1991	1,743,742 12/29/1992
MSS	78/699,329 08/24/2005	3,331,410 11/6/2007
MSSVISION	78/937,231 07/25/2006	
OR PARTNERS YOUR ASC CONNECTION and Design	78/133,704 06/06/2002	2,808,493 01/27/2004
SIGHTPATH	77/464,720 5/2/2008	
SIGHTPATH MEDICAL	77/464,722 5/2/2008	
SIGHTPATH MEDICAL and Design	77,661,329 2/2/2009	
TLC	78/210,212 02/03/2003	2,862,627 07/13/2004
TLC AND EYE DESIGN	75/194,417 11/07/1996	2,419,392 01/09/2001
TLC COSMETIC	78/943,835 08/03/2006	
TLC COSMETIC CENTERS	77/213,076 6/22/2007	
TLC LASER EYE CENTERS	75/688,218 04/21/1999	2,547,842 03/12/2002
TLC LASER EYE CENTERS and Design	75/742,028 07/01/1999	2,484,327 09/04/2001
TLC LIFETIME COMMITMENT	78/458,118 07/28/2004	3,027,604 12/13/2005
TLC LIFETIME COMMITMENT	75/315,964 06/27/1997	2,464,092 06/26/2001
TLC SKIN		
TLC THE LASER CENTER	74/498,316 03/08/1994	2,110,933 11/04/1997

A/T3007338.7

Mark	App. No./Filing Date	Registration No./Date
TLC TLC THE LASER CENTER INC. AND EYE DESIGN	75/156,227 08/26/1996	2,376,346 08/15/2000
TLC TRACS	78/428,495 06/02/2004	3,091,223 05/09/2006
TLC VISION	76/310,260 09/07/2001	2,809,088 01/27/2004
TLC VISION AND DESIGN	78/320,319 10/29/2003	3,137,824 09/05/2006
TRUST YOUR EYES TO EXPERIENCE	75/211,371 12/11/1996	2,186,651 09/01/1998
YOU WON'T BELIEVE YOUR EYES	75/729,317 6/11/1999	2,456,167 5/29/2001



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JULY 08, 2009

900137662

PTAS

EILEEN SULLIVAN
BINGHAM MCCUTCHEN LLP
ONE FEDERAL STREET
BOSTON, MA 02110

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900137662

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R.

\$3.31 (A) (8) .

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION